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Alignment Healthcare USA, LLC

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Alignment Healthcare USA, LLC, a
Delaware limited liability company,

Plaintiff,

vs.

MindHYVE.ai, Inc., a Nevada
corporation; and DOES 1-10, inclusive,

Defendants.

Case No. 8:25-cv-01354 MRA (DFMx)

Judge: Hon. Monica Ramirez Almadani
Crtrm: 9B

**STIPULATED PROTECTIVE
ORDER; ~~PROPOSED~~ ORDER
DISCOVERY MATTER**

Date Action Filed: June 23, 2025
Trial Date: None Set

I. PURPOSE AND LIMITATIONS.

Disclosure and discovery in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation would be warranted. Accordingly, the parties hereby stipulate to and ask the Court to enter a Protective Order as set forth below:

II. GOOD CAUSE STATEMENT

The parties believe this case may involve documents, materials, or information that need special protection from public disclosure and from use for any purpose other than prosecution of this action. This action may involve confidential

1 and proprietary materials and information consisting of, without limitation, the
2 parties' confidential business or financial information, information regarding the
3 parties' confidential business practices, or other commercial information (including
4 information implicating privacy rights of third parties) that is generally unavailable
5 to the public, or which may be privileged or otherwise protected from disclosure
6 under state or federal statutes, court rules, case decisions, or common law. Finally,
7 this action may involve inadvertent production of information subject to the
8 attorney-client privilege, attorney work product doctrine, or other similar
9 evidentiary privileges and protections.

10 Accordingly, to expedite the flow of information, to facilitate the prompt
11 resolution of disputes over confidentiality of discovery materials, to adequately
12 protect information the parties are entitled to keep confidential, to ensure that the
13 parties are permitted reasonable necessary uses of such material in preparation for
14 and in the conduct of trial, to address their handling at the end of the litigation, and
15 serve the ends of justice, a protective order for such information is justified in this
16 matter. It is the intent of the parties that information will not be designated as
17 confidential for tactical reasons and that nothing be so designated without a good
18 faith belief that it has been maintained in a confidential, non-public manner, and
19 there is good cause why it should not be part of the public record of this case.

20 **III. DEFINITIONS**

21 **A. Party**

22 Any party to this action, including all of its officers, directors, employees,
23 consultants, retained experts, and outside counsel (and their support staff).

24 **B. Disclosure or Discovery Material**

25 All items or information, regardless of the medium or manner generated,
26 stored, or maintained (including, among other things, testimony, transcripts, or
27 tangible things) that are produced or generated in disclosures or responses to
28 discovery in this matter.

1 **C. “Confidential” Information or Items**

2 Any document, information or material (regardless of how generated, stored
3 or maintained) that a Party, in good faith, believes to constitute or include, in whole
4 or in part, confidential or proprietary information or trade secrets of the Party or a
5 Third Party to whom the Party reasonably believes it owes an obligation of
6 confidentiality with respect to such document, information or material.

7 **D. “Highly Confidential -- Attorneys’ Eyes Only” Information or**
8 **Items**

9 To the extent a Party believes in good faith that certain Confidential
10 Information or Items whose disclosure to another Party or nonparty is so sensitive
11 that its dissemination deserves even further limitation, the producing Party may
12 designate such Confidential Information or Items as, “HIGHLY CONFIDENTIAL –
13 ATTORNEYS’ EYES ONLY.” Such documents, information, or materials may
14 include, but are not limited to: (i) the Parties’ non-public financial information; (ii)
15 information of a competitively or commercially sensitive or proprietary nature or
16 trade secrets regarding any products made by or for a Party; (iii) non-public
17 customer or distributor information, including without limitation non-public
18 arrangements and agreements with customers and distributors and the prices at
19 which products are sold to customer and distributors; (iv) research and development
20 materials; (v) confidential licenses or agreements; and (vi) any other information
21 that the Parties, through their counsel, believe in good faith would create a
22 substantial risk of harm if disclosed.

23 **E. Receiving Party**

24 A Party or non-party that receives Disclosure or Discovery Material from a
25 Producing Party.

26 **F. Producing Party**

27 A Party or non-party that produces Disclosure or Discovery Material in this
28 action.

G. Designating Party

A Party or non-party that designates information or items that it produces in disclosures or in responses to discovery as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only.”

H. Protected Material

Any Disclosure or Discovery Material that is designated as “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

I. Outside Counsel

Attorneys who are not employees of a Party but who are retained to represent or advise a Party in this action.

J. Expert

A person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action. This definition includes without limitation a professional jury or trial consultant retained in connection with this litigation.

K. Professional Vendors

Persons or entities who provide litigation support services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing, storing, retrieving data in any form or medium; etc.) and their employees and subcontractors.

IV. SCOPE

The protections conferred by this Order cover not only Protected Material (as defined above), but also any information copied or extracted therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by parties or counsel to or in other settings that might reveal Protected Material. This Order does not apply to court hearings or proceedings. The use of Confidential and Highly Confidential – Attorneys’ Eyes Only information or items in court hearings or proceedings will be addressed with

1 the judicial officer conducting the proceeding at the appropriate time.

2 **V. DURATION**

3 Even after the termination of this litigation, the confidentiality obligations
4 imposed by this Order shall remain in effect until a Designating Party agrees
5 otherwise in writing or a Court Order otherwise directs.

6 **VI. DESIGNATING PROTECTED MATERIAL**

7 **A. Exercise of Restraint and Care in Designating Material for**
8 **Protection.**

9 Each Party that designates information or items for protection under this
10 Order must take care to limit any such designation to specific material that qualifies
11 under the appropriate standards.

12 Designations that are shown to be clearly unjustified, or that have been made
13 for an improper purpose (e.g., to unnecessarily encumber or delay the case
14 development process, or to impose unnecessary expenses and burdens on other
15 parties), should be addressed by the Parties pursuant to Section VII herein.

16 If it comes to a Party's attention that information or items that it designated
17 for protection do not qualify for protection at all, or do not qualify for the level of
18 protection initially asserted, that Party shall notify all other parties that it is
19 withdrawing or amending the designation

20 **B. Manner and Timing of Designations.**

21 Except as otherwise provided in this Order, or as otherwise stipulated or
22 ordered, material that qualifies for protection under this Order must be clearly so
23 designated before the material is disclosed or produced.

24 Designation in conformity with this Order requires:

25 (i) For information in documentary form (apart from transcripts of
26 depositions or other pretrial or trial proceedings), that the Producing Party affix the
27 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
28 EYES ONLY" at the top or bottom of each page that contains protected material. If

1 only a portion or portions of the material on a page qualifies for protection, the
2 Producing Party also must clearly identify the protected portion(s) (e.g., by making
3 appropriate markings in the margins) and must specify, for each portion, the level of
4 protection being asserted (either “CONFIDENTIAL” or “HIGHLY
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”).

6 A Party or non-party that makes original documents or materials available for
7 inspection need not designate them for protection until after the inspecting Party has
8 indicated which material it would like copied and produced. During the inspection
9 and before the designation, all of the material made available for inspection shall be
10 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
11 inspecting Party has identified the documents it wants copied and produced, the
12 Producing Party must determine which documents, or portions thereof, qualify for
13 protection under this Order, then, before producing the specified documents, the
14 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or
15 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) at the top or bottom
16 of each page that contains Protected Material. If only a portion or portions of the
17 material on a page qualifies for protection, the Producing Party also must clearly
18 identify the protected portion(s) (e.g., by making appropriate markings in the
19 margins) and must specify, for each portion, the level of protection being asserted
20 (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
21 EYES ONLY”).

22 (ii) For testimony given in deposition, that the Party or non-party
23 offering or sponsoring the testimony identify on the record, before the close of the
24 deposition, all protected testimony, and further specify any portions of the testimony
25 that qualify as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”
26 When it is impractical to identify separately each portion of testimony that is
27 entitled to protection, and when it appears that substantial portions of the testimony
28 may qualify for protection, the Party or non-party that sponsors, offers, or gives the

1 testimony may invoke on the record (before the deposition is concluded) a right to
2 have up to 15 days after receipt of the transcript to identify the specific portions of
3 the testimony as to which protection is sought and to specify the level of protection
4 being asserted (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
5 ATTORNEYS’ EYES ONLY”). Once this right to designate portions of the
6 transcript as Protected Material has been invoked, the entire transcript, and all
7 testimony given in the deposition, shall be treated as “HIGHLY CONFIDENTIAL –
8 ATTORNEYS’ EYES ONLY” until the 15 day period has lapsed; thereafter, only
9 those portions of the testimony that are appropriately designated for protection
10 within the 15 days shall be covered by the provisions of this Stipulated Protective
11 Order, unless a Designating party specifies that the entire transcript shall be treated
12 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
13 ONLY.

14 Transcript pages containing Protected Material must be separately bound by
15 the court reporter, who must affix to the top or bottom of each such page the legend
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
17 ONLY,” as instructed by the Party or non-party offering or sponsoring the witness
18 or presenting the testimony.

19 (iii) For information produced in some form other than documentary,
20 and for any other tangible items, that the Producing Party affix in a prominent place
21 on the exterior of the container or containers in which the information or item is
22 stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
23 ATTORNEYS’ EYES ONLY.” If only portions of the information or item warrant
24 protection, the Producing Party, to the extent practicable, shall identify the protected
25 portions, specifying whether they qualify as “Confidential” or as “Highly
26 Confidential – Attorneys’ Eyes Only.”

27 **C. Inadvertent Failures to Designate.**

28 An inadvertent failure to designate qualified information or items as

1 “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” does not, standing
2 alone, waive the Designating Party’s right to secure protection under this Order for
3 such material. If material is designated as “Confidential” or “Highly Confidential –
4 Attorneys’ Eyes Only” after the material was initially produced, the Receiving
5 Party, on timely notification of the designation, must make reasonable efforts to
6 assure that the material is treated in accordance with the provisions of this Order.

7 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

8 **A. Timing of Challenges.**

9 Any Party may challenge a designation of confidentiality at any time. Unless
10 a prompt challenge to a Designating Party’s confidentiality designation is necessary
11 to avoid foreseeable substantial unfairness, unnecessary economic burdens, or a later
12 significant disruption or delay of the litigation, a Party does not waive its right to
13 challenge a confidentiality designation by electing not to mount a challenge
14 promptly after the original designation is disclosed.

15 **B. Meet and Confer.**

16 A Party that elects to initiate a challenge to a Designating Party’s
17 confidentiality designation must do so in good faith under Local Rule 37.1 et seq.
18 In conferring, the challenging Party must explain the basis for its belief that the
19 confidentiality designation was not proper and must give the Designating Party an
20 opportunity to review the designated material, to reconsider the circumstances, and,
21 if no change in designation is offered, to explain the basis for the chosen
22 designation. A challenging Party may proceed to the next stage of the challenge
23 process only if it has engaged in this meet and confer process first or establishes that
24 the Designating Party is unwilling to participate in the meet and confer process in a
25 timely manner.

26 **C. Judicial Intervention.**

27 A Party that elects to press a challenge to a confidentiality designation after
28 considering the justification offered by the Designating Party may file and serve a

1 motion that identifies the challenged material and sets forth in detail the basis for the
2 challenge. Each such motion shall set forth with specificity the justification for the
3 confidentiality designation that was given by the Designating Party in the meet and
4 confer dialogue required under Section VII(B), supra, or explain that no justification
5 was given, if that is the case.

6 The burden of persuasion in any such challenge proceeding shall be on the
7 Designating Party. Until the Court rules on the challenge, all parties shall continue
8 to afford the material in question the level of protection to which it is entitled under
9 the Producing Party's designation.

10 Any motion brought pursuant to this Section shall be governed by Local
11 Rules 37-1 and 37-2 (including the Joint Stipulation Requirement).

12 **D. Privilege Claims.**

13 If the Receiving Party has reason to believe that a produced document or
14 other information may reasonably be subject to a claim of privilege, then the
15 Receiving Party shall immediately sequester the document or information, cease
16 using the document or information and cease using any work product containing the
17 information, and shall inform the Producing Party or Designating Party of the
18 beginning BATES number of the document or, if no BATES number is available,
19 shall otherwise inform the Producing Party or Designating Party of the information.

20 A Producing Party or Designating Party must give written notice to any
21 Receiving Party asserting a claim of privilege, work-product protection, or other
22 ground for reclaiming documents or information (a "clawback request"). After a
23 clawback request is received, the Receiving Party shall immediately sequester the
24 document (if not already sequestered) and shall not review or use that document, or
25 any work product containing information taken from that document, for any
26 purpose. The Parties shall meet and confer regarding any clawback request.

1 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 **A. Basic Principles.**

3 A Receiving Party may use Protected Material that is disclosed or produced
4 by another Party or by a non-party in connection with this case only for prosecuting,
5 defending, or attempting to settle this litigation. Such Protected Material may be
6 disclosed only to the categories of persons and under the conditions described in this
7 Order. When the litigation has been terminated, a Receiving Party must comply
8 with the provisions of Section XII below.

9 Protected Material must be stored and maintained by a Receiving Party at a
10 location and in a secure manner that ensures that access is limited to the persons
11 authorized under this Order.

12 **B. Disclosure of “CONFIDENTIAL” Information or Items.**

13 Unless otherwise ordered by the Court or permitted in writing by the
14 Designating Party, a Receiving Party may disclose any information or item
15 designated CONFIDENTIAL only to:

16 (i) the Receiving Party’s Outside Counsel of record in this action, as
17 well as employees of said Counsel to whom it is reasonably necessary to disclose
18 the information for this litigation;

19 (ii) the officers, directors, and employees of the Receiving Party to
20 whom disclosure is reasonably necessary for this litigation;

21 (iii) experts (as defined in this Order) of the Receiving Party to whom
22 disclosure is reasonably necessary for this litigation and who have signed the
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (iv) the Court and its personnel;

25 (v) court reporters, their staffs, and professional vendors to whom
26 disclosure is reasonably necessary for this litigation;

27 (vi) during their depositions, witnesses in the action to whom
28 disclosure is reasonably necessary for this litigation and who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
2 agreed by the Designating Party or ordered by the court. Pages of transcribed
3 deposition testimony or exhibits to depositions that reveal Protected Material must
4 be separately bound by the court reporter and may not be disclosed to anyone except
5 as permitted under this Stipulated Protective Order;

6 (vii) the author of the document or the original source of the
7 information.

8 **C. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’**
9 **EYES ONLY” Information or Items.**

10 Unless otherwise ordered by the Court or permitted in writing by the
11 Designating Party, a Receiving Party may disclose any information or item
12 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

13 (i) the Receiving Party’s Outside Counsel of record in this action, as
14 well as employees of said Outside Counsel to whom it is reasonably necessary to
15 disclose the information for this litigation;

16 (ii) Experts (as defined in this Order) (1) to whom disclosure is
17 reasonably necessary for this litigation, (2) who have signed the “Agreement to Be
18 Bound by Protective Order” (Exhibit A), and (3) to whom no objection is received
19 within seven days, per the procedure set forth in Section VIII(D), below;

20 (iii) the Court and its personnel;

21 (iv) court reporters, their staffs, and professional vendors to whom
22 disclosure is reasonably necessary for this litigation; and

23 (v) the author of the document or the original source of the
24 information.

25 **D. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’**
26 **EYES ONLY” Information or Items to Experts.**

27 No less than seven (7) days before the intended date of disclosure of any
28 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’

1 EYES ONLY to an Expert, per Section VIII(C), above, the following information
2 must be provided to the Producing Party: the identity of the Expert; the business
3 address and/or affiliation and a current curriculum vitae of the Expert, including the
4 education, present and past employment and general areas of expertise of the
5 Expert; and the executed Attachment A.

6 If the Producing party objects to disclosure of Highly Confidential –
7 Attorneys’ Eyes Only materials to the Expert, then the Producing Party shall within
8 seven (7) days of receipt serve written objections identifying the specific basis for
9 the objection, and particularly identifying all information to which disclosure is
10 objected. As to any objections, the Parties shall attempt in good faith to promptly
11 resolve any objections informally. If the objections cannot be resolved, the Party
12 seeking to prevent disclosure to the Expert shall prepare a Joint Stipulation, per
13 Local Rule 37-2, with seven (7) days of the conference, seeking an Order of the
14 Court preventing the disclosure. The burden of proving that the designation is
15 proper shall be upon the Producing Party. Upon such motion, disclosure of Highly
16 Confidential – Attorneys’ Eyes Only materials shall not be made without Court
17 Order.

18 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
19 **PRODUCED IN OTHER LITIGATION.**

20 If a Receiving Party is served with a subpoena, request for documents or
21 communications issued in other litigation, or an order issued in other litigation that
22 would compel disclosure of any information or items designated in this action as
23 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
24 ONLY,” the Receiving Party must so notify the Designating Party, in writing (by
25 email or fax, if possible) immediately and in no event more than three court days
26 after receiving the subpoena or order. Such notification must include a copy of the
27 subpoena or court order.

28 The Receiving Party also must immediately inform in writing the party who

1 caused the subpoena, discovery request, or order to issue in the other litigation that
2 some or all the material covered by the subpoena, discovery request, or order is the
3 subject of this Protective Order. In addition, the Receiving Party must deliver a
4 copy of this Stipulated Protective Order promptly to the party in the other action that
5 caused the subpoena, discovery request, or order to issue.

6 The purpose of imposing these duties is to alert the interested parties to the
7 existence of this Protective Order and to afford the Designating Party in this case an
8 opportunity to try to protect its confidentiality interests in the Court from which the
9 subpoena or order issued. The Receiving Party and the Designating Party shall
10 work together in good faith to respond to the lawful subpoena and also to protect the
11 Designating Party's confidentiality interests. The Designating Party shall bear the
12 burdens and the expenses of seeking protection in that Court of its confidential
13 material. Nothing in these provisions should be construed as authorizing or
14 encouraging a Receiving Party in this action to disobey a lawful subpoena issued in
15 another action.

16 **X. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.**

17 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
18 Protected Material to any person or in any circumstance not authorized under this
19 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
20 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
21 to retrieve all copies of the Protected Material, (c) inform the person or persons to
22 whom unauthorized disclosures were made of all the terms of this Order, and (d)
23 request such person or persons to execute the "Acknowledgment and Agreement to
24 Be Bound" that is attached hereto as Exhibit A.

25 **XI. FILING OF PROTECTED MATERIAL.**

26 In accordance with Local Rule 79-5.1, if any papers to be filed with the Court
27 contain information and/or documents that have been designated as "Confidential"
28 or "Highly Confidential – Attorneys' Eyes Only," the proposed filing shall be

1 accompanied by an application to file the papers or the portion thereof containing
2 the designated information or documents (if such portion is segregable) under seal;
3 and the application shall be directed to the Judge to whom the papers are directed.
4 For motions, the parties shall publicly file a redacted version of the motion and
5 supporting papers. If a Party's request to file under seal is denied by the Court, then
6 the Receiving Party may file the information in the public record unless otherwise
7 instructed by the Court.

8 **XII. FINAL DISPOSITION.**

9 Unless otherwise ordered or agreed in writing by the Producing Party, within
10 sixty (60) days after the final termination of this action including appeals, each
11 Receiving Party must: (a) return all Protected Material to the Producing Party; or (b)
12 destroy the Protected Material. As used in this subdivision, "all Protected Material"
13 includes all copies, abstracts, compilations, summaries or any other form of
14 reproducing or capturing any of the Protected Material. Whether the Protected
15 Material is returned or destroyed, the Receiving Party must submit a written
16 certification to the Producing Party (and, if not the same person or entity, to the
17 Designating Party) by the sixty day deadline that identifies (by category, where
18 appropriate) all the Protected Material that was returned or destroyed and that
19 affirms that the Receiving Party has not retained any copies, abstracts, compilations,
20 summaries or other forms of reproducing or capturing any of the Protected Material.
21 Notwithstanding this provision, counsel are entitled to retain archival copies of all
22 pleadings, motion papers, transcripts, legal memoranda, correspondence or attorney
23 work product, even if such materials contain Protected Material. Any such archival
24 copies that contain or constitute Protected Material remain subject to this Protective
25 Order as set forth in Section V (DURATION) above.

26 **XIII. MISCELLANEOUS**

27 **A. Right to Further Relief.**

28 Nothing in this Order abridges the right of any person to seek its modification

1 by the Court in the future.

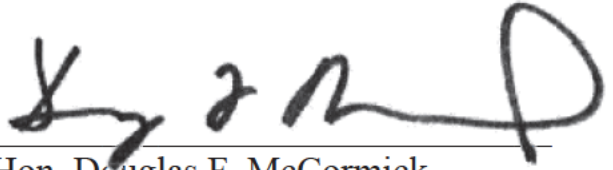
2 **B. Right to Assert Other Objections.**

3 By stipulating to the entry of this Protective Order no Party waives any right
4 it otherwise would have to object to disclosing or producing any information or item
5 on any ground not addressed in this Stipulated Protective Order. Similarly, no Party
6 waives any right to object on any ground to use in evidence of any of the material
7 covered by this Protective Order.

8 Nothing in this Order shall require production of documents, information or
9 other material that a Party contends is protected from disclosure by the attorney-
10 client privilege, the work product doctrine, or other privilege, doctrine, or immunity.
11 If documents, information or other material subject to a claim of attorney-client
12 privilege, work product doctrine, or other privilege, doctrine, or immunity is
13 inadvertently or unintentionally produced, such production shall in no way prejudice
14 or otherwise constitute a waiver of, or estoppel as to, any such privilege, doctrine, or
15 immunity. Any Party that inadvertently or unintentionally produces documents,
16 information or other material it reasonably believes are protected under the attorney-
17 client privilege, work product doctrine, or other privilege, doctrine, or immunity
18 may obtain the return of such documents, information or other material by promptly
19 notifying the recipient(s) and providing a privilege log for the inadvertently or
20 unintentionally produced documents, information or other material. The recipient(s)
21 shall gather and return all copies of such documents, information or other material to
22 the Producing Party, except for any pages containing privileged or otherwise
23 protected markings by the recipient(s), which pages shall instead be destroyed and
24 certified as such to the Producing Party.

25 IT IS SO ORDERED.

26 Dated: December 4, 2025


27 Hon. Douglas F. McCormick
28 n e a e s a g s r a e u g e

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:**

2
3 Dated: November 20, 2025

RUTAN & TUCKER, LLP
RONALD P. OINES
SARAH VAN BUITEN
CAMERON PATEL

4
5
6 By: /s/ Ronald P. Oines
7 Ronald P. Oines
8 Attorneys for Plaintiff
Alignment Healthcare USA, LLC

9 Dated: November 20, 2025

CALDWELL

10
11 By: /s/ Jameson Pasek
12 Jameson Pasek
13 Attorneys for Defendant
MindHYVE.ai, Inc., a Nevada
14 corporation
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ATTESTATION

Pursuant to Local Rule 5-4.3.4(a)(2)(i), the filer attests that all of the other signatories listed on whose behalf this filing is submitted, concurring in the filing's content and have authorized the filing.

Dated: November 20, 2025

RUTAN & TUCKER, LLP
RONALD P. OINES
SARAH VAN BUITEN
CAMERON PATEL

By: /s/ Ronald P. Oines

Ronald P. Oines
Attorneys for Plaintiff
Alignment Healthcare USA, LLC

EXHIBIT A

I, _____, declare as follows:

1. My present address is: _____.

2. My present occupation or job description is: _____.

3. My present employer is: _____.

4. I have received a copy of the Stipulated Protective Order (“Order”) entered in *Alignment Healthcare USA, LLC v. MindHYVE.ai, Inc.*, Case No. 8:25-cv-01354 MR (DFMx) pending in the United States District Court for the Central District of California. I have carefully read and understand the provisions of the Order.

5. I will comply with all of the provisions of the Order. I will hold in confidence, will not disclose to anyone other than those persons specifically authorized by the Order, and will not copy or use except for the purposes of this action, any Protected Material that I receive in this action.

6. I submit to the jurisdiction of this Court for the purposes of enforcement of this Order.

Executed this ____ day of _____ 20__, in the County of _____, State of _____.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

SIGNATURE OF DECLARANT